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Collective Bargaining Agreements

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5-5-1974

## Milgram Food Stores, Inc. and Retail Store Employees Union, AFL-CIO, Local 782 (1974)

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## **Milgram Food Stores, Inc. and Retail Store Employees Union, AFL-CIO, Local 782 (1974)**

### **Location**

Jackson Co., MO; Clay Co., MO; Platte Co., MO; Cass Co., MO; Johnson Co.; KS; Wyandotte Co., KS

### **Effective Date**

5-5-1974

### **Expiration Date**

5-8-1976

### **Number of Workers**

Unknown

### **Employer**

Milgram Food Stores, Inc.

### **Union**

Retail Store Employees Union

### **Union Local**

782

### **NAICS**

44

### **Sector**

P

### **Item ID**

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Renewal

5/5/74-5/8/76

# 6850

AGREEMENT

JUN 30 1975

THIS AGREEMENT, ENTERED INTO BY AND BETWEEN MILGRAM FOOD STORES, INC., HEREINAFTER REFERRED TO AS THE "EMPLOYER," AND THE RETAIL STORE EMPLOYEES UNION, LOCAL 782, CHARTERED BY THE RETAIL CLERKS INTERNATIONAL ASSOCIATION, AFL-CIO, HEREINAFTER REFERRED TO AS THE "UNION," AND ANY RENEWAL OR EXTENSION THEREOF SHALL BE BINDING UPON THE PARTIES HERETO, THEIR HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS, AND ASSIGNS.

ARTICLE I  
TERM OF AGREEMENT

1.1 THIS AGREEMENT SHALL BE IN FULL FORCE AND EFFECT FROM MAY 5, 1974, THROUGH MAY 8, 1976, AND FROM YEAR TO YEAR THEREAFTER, UNLESS WRITTEN NOTICE TO THE CONTRARY BE GIVEN BY EITHER PARTY TO THE OTHER NOT LESS THAN SIXTY (60) DAYS PRIOR TO THE ANNIVERSARY DATE. SAID NOTICE SHALL SET FORTH THE CHANGE OR CHANGES DESIRED.

ARTICLE II  
BARGAINING UNIT

2.1 THE EMPLOYER AGREES TO RECOGNIZE AND HEREBY DOES RECOGNIZE THE UNION AS THE SOLE AND EXCLUSIVE COLLECTIVE BARGAINING AGENT WITH RESPECT TO RATES OF PAY, HOURS, AND ALL OTHER TERMS AND CONDITIONS OF EMPLOYMENT FOR THE APPROPRIATE BARGAINING UNIT HEREIN ESTABLISHED AND DESCRIBED AS FOLLOWS: ALL EMPLOYEES EMPLOYED BY THE EMPLOYER IN THE EMPLOYERS' PRESENT AND FUTURE RETAIL ESTABLISHMENTS SITUATED WITHIN JACKSON, CLAY, PLATTE AND CASS COUNTIES, MISSOURI, AND JOHNSON AND WYANDOTTE COUNTIES, KANSAS, AND WHICH EMPLOYEES ARE ENGAGED IN HANDLING OR SELLING MERCHANDISE, OR PERFORMING OTHER SERVICES INCIDENTAL OR RELATED THERETO, EXCEPT SUPERVISORY EMPLOYEES WITHIN THE MEANING OF SECTION 2 (II) OF THE NATIONAL LABOR RELATIONS ACT OF 1947, AS AMENDED, AND EMPLOYEES WHOSE WORK IS EXCLUSIVELY AND WHOLLY PERFORMED WITHIN THE MEAT DEPARTMENT LOCATIONS OF THE RETAIL ESTABLISHMENT.

2.2 THE EMPLOYER AGREES NOT TO ENTER INTO ANY AGREEMENT OR CONTRACT WITH ITS EMPLOYEES, INDIVIDUALLY OR COLLECTIVELY, WHICH IN ANY WAY CONFLICTS WITH THE TERMS AND PROVISIONS OF THIS AGREEMENT.

2.3 ALL WORK AND SERVICES PERFORMED ON THE PREMISES CONNECTED WITH OR INCIDENTAL TO THE HANDLING OR SELLING OF ALL MERCHANDISE OFFERED FOR SALE TO THE PUBLIC IN THE EMPLOYER'S RETAIL ESTABLISHMENTS COVERED BY THIS AGREEMENT SHALL BE PERFORMED ONLY BY EMPLOYEES OF THE EMPLOYER WITHIN THE UNIT REFERRED TO ABOVE FOR WHICH THE UNION IS RECOGNIZED BY THE EMPLOYER EXCEPT AS FOLLOWS:

- 459
- (A) THE STORE MANAGER OR THE ACTING MANAGER DESIGNATED DURING THE ABSENCE OF THE MANAGER.
  - (B) DRIVER SALESMEN WHO ACTUALLY DELIVER MERCHANDISE DIRECTLY FROM A DELIVERY VEHICLE TO THE STORE MAY STOCK THE FOLLOWING ITEMS: MILK, BREAD, POTATO CHIPS, CAKES AND PASTRIES, AND BEVERAGES.
  - (C) DEMONSTRATORS WHO CONFINE THEIR WORK SOLELY TO DEMONSTRATIONS, OFFERING OF SAMPLES AND ACTIVITIES OF AN ADVERTISING NATURE. SUCH DEMONSTRATORS MAY SELL DIRECTLY TO THE CUSTOMER.
  - (D) DISPLAY MEN OR SALESMEN MAY BUILD PROMOTIONAL DISPLAYS, EXCLUDING STOCKING SUCH DISPLAYS AFTER THE INITIAL DISPLAY IS ERECTED WITH MERCHANDISE FOR SELECTION OR PICK-UP BY CUSTOMERS.

2.4 DURING ANY COMBINATION OF SIX (6) DAYS, SUCH AS THE THREE (3) DAYS PRECEDING OR THE THREE (3) DAYS FOLLOWING THE DAY OF OPENING OF

REC'D MEMO 8-15-75

for statistical purposes only

A NEW STORE, THE REOPENING OF AN OLD STORE FOLLOWING REMODELING, WORK MAY BE PERFORMED BY PERSONS EXCLUDED ABOVE, AND SUCH SIX (6) DAYS HAVE BEEN DESIGNATED TO THE UNION BY THE EMPLOYER.

2.5 ANY STOCKING DONE BY AN EMPLOYEE OF AN OUTSIDE COMPANY IN VIOLATION OF THIS AGREEMENT SHALL RESULT IN THE EMPLOYEE REPORTING SUCH VIOLATION WHO IS EMPLOYED IN THAT STORE (NOT TO EXCEED ONE (1) EMPLOYEE) RECEIVING PAY FOR THE TIME WORKED BY THE OUTSIDE SALESMAN AT THE EMPLOYEE'S REGULAR RATE OF PAY IN ADDITION TO HIS NORMAL PAY FOR THAT DAY.

### ARTICLE III UNION SECURITY

3.1 IT SHALL BE A CONDITION OF EMPLOYMENT THAT ALL EMPLOYEES OF THE EMPLOYER COVERED BY THIS AGREEMENT WHO ARE MEMBERS OF THE UNION IN GOOD STANDING ON THE EFFECTIVE DATE OF THIS AGREEMENT SHALL REMAIN MEMBERS IN GOOD STANDING AND THOSE WHO ARE NOT MEMBERS ON THE EFFECTIVE DATE OF THIS AGREEMENT SHALL, NOT LATER THAN THE THIRTY-FIRST (31ST) DAY FOLLOWING THE EFFECTIVE DATE OF THIS AGREEMENT BECOME AND REMAIN MEMBERS IN GOOD STANDING IN THE UNION. IT SHALL ALSO BE A CONDITION OF EMPLOYMENT THAT ALL EMPLOYEES COVERED BY THIS AGREEMENT AND HIRED ON OR AFTER ITS EFFECTIVE DATE SHALL, NOT LATER THAN THE THIRTY-FIRST (31ST) DAY FOLLOWING THE BEGINNING OF SUCH EMPLOYMENT, BECOME AND REMAIN MEMBERS IN GOOD STANDING IN THE UNION.

3.2 FOR THE PURPOSE OF THIS ARTICLE, THE EXECUTION DATE OF THIS AGREEMENT SHALL BE CONSIDERED AS ITS EFFECTIVE DATE.

3.3 THE PROVISIONS OF THE PRECEDING TWO PARAGRAPHS SHALL NOT BECOME EFFECTIVE WITH RESPECT TO EMPLOYMENT WITHIN THE STATE OF KANSAS UNTIL THERE IS A CHANGE IN FEDERAL OR STATE LAW WHICH SHALL PERMIT PARAGRAPH 3.1 OF THIS ARTICLE TO BECOME EFFECTIVE. ANY OTHER FORM OF UNION SECURITY SHALL BE NEGOTIATED BETWEEN THE PARTIES.

3.4 THE EMPLOYER AGREES TO DEDUCT UNION DUES, INITIATION FEES AND UNIFORM ASSESSMENTS FROM THE WAGES OF EMPLOYEES IN THE BARGAINING UNIT WHO VOLUNTARILY PROVIDE THE EMPLOYER WITH A WRITTEN AUTHORIZATION WHICH SHALL NOT BE REVOCABLE FOR A PERIOD OF MORE THAN ONE YEAR, OR BEYOND THE TERMINATION DATE OF THIS AGREEMENT, WHICHEVER OCCURS SOONER. SUCH DEDUCTIONS WILL BE MADE BY THE EMPLOYER FROM THE WAGES OF THE EMPLOYEES FOR THE THIRD PAY PERIOD OF EACH CALENDAR MONTH AND WILL BE TRANSMITTED TO THE UNION. IN THE EVENT THAT NO WAGES ARE DUE THE EMPLOYEE, OR THAT THEY ARE INSUFFICIENT TO COVER THE REQUIRED DEDUCTION, THE DEDUCTION FOR SUCH CALENDAR MONTH SHALL NEVERTHELESS BE MADE FROM THE FIRST WAGES OF ADEQUATE AMOUNT NEXT DUE THE EMPLOYEE AND WILL THEREUPON BE TRANSMITTED TO THE UNION. TOGETHER WITH THE TRANSMITTAL OF DEDUCTIONS REFERRED TO ABOVE, THE EMPLOYER SHALL FURNISH THE UNION WITH A LIST OF EMPLOYEES FOR WHOM DEDUCTIONS WERE MADE.

3.5 THE UNION AGREES TO REFUND PROMPTLY ANY DUES FOUND TO HAVE BEEN IMPROPERLY DEDUCTED AND TRANSMITTED TO THE UNION AND TO FURNISH THE EMPLOYER WITH A RECORD OF SUCH REFUND.

3.6 THE EMPLOYER RECOGNIZES THE UNION'S DUTY TO REPRESENT ALL THE EMPLOYEES IN THE UNIT FAIRLY AND EFFECTIVELY. THEREFORE, THE EMPLOYER WILL FURNISH THE UNION THE NAME, RESIDENCE ADDRESS, SOCIAL SECURITY NUMBER, AND JOB LOCATION OF ALL NEWLY HIRED EMPLOYEES. IN ORDER TO AFFORD ALL NEWLY HIRED EMPLOYEES AN OPPORTUNITY TO BECOME ACQUAINTED WITH THEIR RIGHTS AND BENEFITS UNDER THE COLLECTIVE BARGAINING AGREEMENT, ALL NEWLY HIRED EMPLOYEES WILL BE REQUESTED BY THE EMPLOYER TO REPORT TO THE UNION OFFICE PRIOR TO BEING SCHEDULED FOR WORK. IN THE EVENT THE EMPLOYEES CHOOSE NOT TO AVAIL THEMSELVES OF THIS OPPORTUNITY, UNION REPRESENTATIVES MAY CONTACT SAID EMPLOYEE IN THE STORE AND BE GIVEN REASONABLE TIME DURING WORKING HOURS TO ACQUAINT THE NEWLY HIRED EMPLOYEE WITH THEIR RIGHTS AND BENEFITS OF THE COLLECTIVE BARGAINING AGREEMENT.



E19-21  
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E22,24  
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3.7 THE EMPLOYER AND THE UNION AGREE THAT EACH WILL FULLY COMPLY WITH APPLICABLE LAWS AND REGULATIONS REGARDING DISCRIMINATION AGAINST ANY EMPLOYEE BECAUSE OF SUCH PERSONS' RACE, RELIGION, COLOR, CREED, NATIONAL ORIGIN, SEX, OR AGE.

ARTICLE IV  
HOLIDAYS

4.1 THE FOLLOWING DAYS SHALL BE RECOGNIZED BY THE EMPLOYER AS HOLIDAYS:

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080

NEW YEAR'S DAY	LABOR DAY	CHRISTMAS DAY
MEMORIAL DAY	THANKSGIVING DAY	INDEPENDENCE DAY
PERSONAL HOLIDAY (SEE PARAGRAPH 4.8)		
EMPLOYEE'S BIRTHDAY (SEE PARAGRAPH 4.9)		

4.2 ALL EMPLOYEES SHALL BE PAID FOR ALL THE ABOVE HOLIDAYS WHEN NOT WORKED, AS IF THE HOLIDAY IS A REGULAR WORK DAY, PROVIDED THE EMPLOYEE HAS WORKED SOME PART OF THE HOLIDAY WEEK AS FOLLOWS:

(A) FULL-TIME EMPLOYEES - EIGHT HOURS STRAIGHT-TIME PAY.

(B) ALL OTHER EMPLOYEES SHALL BE PAID FOR THE NUMBER OF HOURS THE EMPLOYEE WOULD NORMALLY HAVE BEEN SCHEDULED TO WORK IF THE DAY HAD NOT BEEN A HOLIDAY; OR A SUM WHICH SHALL NOT BE LESS THAN FIVE (5) PER CENT OF THE EMPLOYEE'S TOTAL STRAIGHT-TIME HOURS DURING THE FOUR (4) CALENDAR WEEKS PRECEDING THE HOLIDAY; OR FOR FOUR (4) HOURS, WHICHEVER SUM IS GREATEST.

4.3 IN ORDER TO QUALIFY FOR HOLIDAY PAY, AN EMPLOYEE MUST WORK HIS SCHEDULED WORK DAY NEXT PRIOR TO AND AFTER THE HOLIDAY UNLESS ABSENCE IS DUE TO PROVEN ILLNESS OR INJURY OR HAS BEEN EXCUSED BY THE EMPLOYER. (IN WHICH CASE, THE EMPLOYEE MUST WORK SOME PART OF THE HOLIDAY WEEK TO RECEIVE HOLIDAY PAY.) THE EMPLOYER MAY REQUIRE A DOCTOR'S CERTIFICATE IN CASE OF ILLNESS OR INJURY.

4.4 WEEKS WHEREIN A HOLIDAY OCCURS, THE BASIC WORK WEEK FOR ALL EMPLOYEES SHALL BE THIRTY-TWO (32) HOURS WORK BEFORE OVERTIME, TO BE WORKED WITHIN FOUR (4) DAYS. ANY EMPLOYEE WHO WORKS IN EXCESS OF THIRTY-TWO (32) HOURS AND/OR FOUR (4) DAYS IN A HOLIDAY WEEK, EXCLUDING WORK PERFORMED ON THE HOLIDAY, SHALL BE PAID AT THE RATE OF ONE AND ONE-HALF (1-1/2) TIMES THE EMPLOYEE'S STRAIGHT-TIME CLASSIFIED HOURLY RATE OF PAY FOR SUCH WORK.

631  
120

4.5 ANY HOLIDAY WHICH OCCURS ON A SUNDAY SHALL BE OBSERVED ON MONDAY, PROVIDED THERE SHALL BE NO WORK PERFORMED ON THANKSGIVING DAY AND CHRISTMAS DAY. WORK PERFORMED ON ANY HOLIDAY OR THE DAY OBSERVED AS THE HOLIDAY HEREUNDER, SHALL BE PAID FOR AT DOUBLE (2) THE EMPLOYEE'S REGULAR HOURLY RATE OF PAY IN ADDITION TO HOLIDAY PAY. THIS PARAGRAPH SHALL NOT APPLY TO COURTESY CLERKS.

4.6 HOLIDAY WORK FOR FULL-TIME EMPLOYEES SHALL BE VOLUNTARY. FULL-TIME EMPLOYEES SHALL HAVE PREFERENCE OVER PART-TIME EMPLOYEES FOR HOLIDAY WORK. PART-TIME EMPLOYEES MAY BE SCHEDULED TO WORK ON A HOLIDAY IF A WORK SHIFT OCCURS AFTER ALL FULL-TIME EMPLOYEES HAVE BEEN GIVEN PREFERENCE OR ASKED TO WORK. PART-TIME EMPLOYEES WHO ARE ASSIGNED TO WORK ON A HOLIDAY SHALL BE GUARANTEED NO LESS THAN FOUR (4) HOURS WORK. HOLIDAY WORK FOR FULL-TIME EMPLOYEES SHALL NOT BE LESS THAN EIGHT (8) HOURS AND NOT MORE THAN NINE (9) HOURS WORK. HOWEVER, IF SHIFTS OF LESS THAN EIGHT (8) HOURS REMAIN, A FULL-TIME EMPLOYEE SHALL HAVE PREFERENCE OVER PART-TIME AND BE ALLOWED TO WORK LESS THAN AN EIGHT (8) HOUR SHIFT.

4.7 NO EMPLOYEES SHALL BE SCHEDULED TO WORK PAST 6:00 P.M. ON CHRISTMAS EVE; EXCEPT CUSTOMERS IN THE STORE SHALL BE SERVED IN THE REGULAR MANNER. EMPLOYEES TO HANDLE THESE DUTIES SHALL BE QUALIFIED PART-TIME EMPLOYEES AND/OR FULL-TIME EMPLOYEES ON DUTY ASSIGNED IN INVERSE ORDER OF SENIORITY. IN ALL CASES A QUALIFIED FULL-TIME EMPLOYEE SHALL BE RETAINED, IF NEEDED, TO HANDLE STORE CLOSING DUTIES.

4.8 AN EMPLOYEE (EXCEPT COURTESY CLERKS) WHO HAS WORKED FOR A PERIOD OF ONE (1) YEAR WITH THE EMPLOYER SHALL RECEIVE ONE (1) PERSONAL HOLIDAY PER YEAR SUBJECT TO THE SAME CONDITIONS PROVIDED ABOVE FOR OTHER HOLIDAYS. THIS PERSONAL HOLIDAY SHALL BE CELEBRATED ON ANY DAY WHICH IS MUTUALLY AGREEABLE TO THE EMPLOYER AND EMPLOYEE, OR PAY FOR SUCH HOLIDAY MAY BE ADDED TO THE FIRST (1ST) WEEK OF VACATION PAY IF REQUESTED BY THE EMPLOYEE IN LIEU OF SUCH HOLIDAY. SUCH HOLIDAY MUST BE TAKEN IN THE CALENDAR YEAR DUE. COURTESY CLERKS SHALL BE COVERED BY THIS HOLIDAY EFFECTIVE JANUARY 1, 1975.

4.9 AN EMPLOYEE (EXCEPT COURTESY CLERKS) WHO HAS WORKED FOR A PERIOD OF ONE (1) YEAR WITH THE EMPLOYER SHALL RECEIVE A BIRTHDAY HOLIDAY EACH YEAR SUBJECT TO THE SAME CONDITIONS PROVIDED ABOVE FOR OTHER HOLIDAYS. IF THE EMPLOYEE'S BIRTHDAY FALLS ON A HOLIDAY, OR THE EMPLOYEE'S REGULAR SCHEDULED DAY OFF, THE BIRTHDAY HOLIDAY SHALL BE TAKEN ON THE DAY FOLLOWING THE EMPLOYEE'S BIRTHDAY, UNLESS THAT DAY IS THE EMPLOYEE'S REGULAR SCHEDULED DAY OFF, IN WHICH CASE IT SHALL BE TAKEN ON THE NEXT FOLLOWING DAY. COURTESY CLERKS SHALL BE COVERED BY THIS HOLIDAY EFFECTIVE JANUARY 1, 1975.

#### ARTICLE V VACATIONS

5.1 ALL EMPLOYEES, UNLESS OTHERWISE SPECIFICALLY EXEMPTED HEREIN, SHALL RECEIVE AN ANNUAL VACATION WITH FULL PAY THEREFOR, AS FOLLOWS:

G36/10	AFTER ONE (1) YEAR OF EMPLOYMENT	ONE (1) WEEK
G38/20	AFTER TWO (2) YEARS OF EMPLOYMENT	TWO (2) WEEKS
	AFTER EIGHT (8) YEARS OF EMPLOYMENT	THREE (3) WEEKS
G44/30	AFTER FIFTEEN (15) YEARS OF EMPLOYMENT	FOUR (4) WEEKS
G60/50	AFTER TWENTY (20) YEARS OF EMPLOYMENT	FIVE (5) WEEKS

(NUMBER OF YEARS STATED ABOVE MUST BE CONSECUTIVE.)

5.2 FULL PAY FOR EACH WEEK OF THE VACATION PERIODS SPECIFIED ABOVE FOR FULL-TIME EMPLOYEES SHALL MEAN FORTY (40) HOURS TIMES THE EMPLOYEE'S REGULAR STRAIGHT-TIME CLASSIFIED HOURLY RATE OF PAY AT THE TIME THE VACATION IS TAKEN, EXCEPT AS OTHERWISE PROVIDED IN THIS ARTICLE.

G60/1  
5.3 A PART-TIME EMPLOYEE SHALL BE ALLOWED A VACATION WITH PAY AT THE EMPLOYEE'S REGULAR STRAIGHT-TIME CLASSIFIED HOURLY RATE OF PAY AT THE TIME THE VACATION IS TAKEN, PRORATED AS FOLLOWS: THE TOTAL NUMBER OF STRAIGHT-TIME HOURS WORKED BETWEEN ANNIVERSARY DATES OF EMPLOYMENT THE PREVIOUS YEAR SHALL BE DIVIDED BY FIFTY-TWO (52) TO DETERMINE THE AMOUNT OF PAID VACATION DUE FOR EACH WEEK AS PROVIDED IN PARAGRAPH 5.1 ABOVE.

5.4 A COURTESY CLERK SHALL BE ALLOWED A VACATION WITH PAY AT HIS STRAIGHT-TIME CLASSIFIED HOURLY RATE, PRORATED AS FOLLOWS: THE TOTAL NUMBER OF STRAIGHT-TIME HOURS WORKED BETWEEN ANNIVERSARY DATES OF EMPLOYMENT THE PREVIOUS YEAR SHALL BE DIVIDED BY FIFTY-TWO (52) TO DETERMINE THE AMOUNT OF PAID VACATION DUE FOR EACH WEEK AS PROVIDED IN PARAGRAPH 5.1 ABOVE. IF A COURTESY CLERK IS PROMOTED TO A PART-TIME OR FULL-TIME EMPLOYEE, SUCH TIME OF EMPLOYMENT IN THE COURTESY CLERK CLASSIFICATION (FROM THE DATE OF LAST HIRE IN THE EVENT OF A REHIRE) SHALL BE INCLUDED FOR THE PURPOSE OF COMPUTING TOTAL LENGTH OF CONTINUOUS SERVICE FOR VACATIONS AS SET FORTH IN PARAGRAPH 5.1.

5.5 WHEN ANY HOLIDAY NAMED IN ARTICLE IV OF THIS AGREEMENT FALLS WITHIN THE EMPLOYEE'S VACATION, AN ADDITIONAL DAY OFF WITH PAY SHALL BE ADDED TO THE EMPLOYEE'S VACATION, OR PAY GIVEN IN LIEU THEREOF. PART-TIME EMPLOYEES' PAY SHALL BE AS PROVIDED IN PARAGRAPH 4.2 (B).

5.6 AFTER ANY FULL-TIME EMPLOYEE HAS WORKED FOR ONE YEAR, HE SHALL RECEIVE, UPON TERMINATION, ONE-TWELFTH (1/12TH) OF A YEAR'S VACATION FOR EACH MONTH WORKED SINCE HIS LAST ANNIVERSARY DATE OF EMPLOYMENT, FOR WHICH HE HAS NOT PREVIOUSLY BEEN PAID, ACCORDING TO THE SCHEDULE IN PARAGRAPH 5.1 ABOVE. VACATION PAY SHALL BE COMPUTED BASED ON THE NUMBER OF WEEKS WHICH WOULD HAVE BEEN DUE THE EMPLOYEE ON THE LAST ANNIVERSARY DATE OF EMPLOYMENT.

5.7 A PART-TIME EMPLOYEE OR COURTESY CLERK UPON TERMINATION SHALL RECEIVE VACATION PAY FOR ANY VACATION EARNED AND NOT PAID, EXCEPT AS PROVIDED IN THIS ARTICLE.

5.8 EMPLOYEES TERMINATED FOR PROVEN DISHONESTY SHALL BE DISQUALIFIED FOR BENEFITS AS PROVIDED HEREIN.

5.9 ABSENCE FROM WORK UP TO SIXTY (60) DAYS BY A FULL-TIME EMPLOYEE WITHIN A PERIOD OF FIFTY-TWO (52) WEEKS DUE TO SICKNESS, INJURY, TEMPORARY LAY-OFF, LEAVE OF ABSENCE OR ANY OTHER REASON SHALL BE INCLUDED FOR THE PURPOSE OF DETERMINING ELIGIBILITY FOR FULL VACATION PAY. IN THE EVENT THAT A FULL-TIME EMPLOYEE IS ABSENT FROM WORK IN EXCESS OF SIXTY (60) DAYS, AS SET FORTH IN THE SENTENCE IMMEDIATELY PRECEDING, WHATEVER VACATION PAY THE EMPLOYEE IS ENTITLED TO SHALL BE PRORATED ACCORDING TO STRAIGHT-TIME HOURS ACTUALLY WORKED.

5.10 VACATIONS SHALL BE SCHEDULED THROUGHOUT ALL FIFTY-TWO (52) WEEKS OF THE YEAR. THE EMPLOYER SHALL DETERMINE BY STORE THE NUMBER OF EMPLOYEES IN EACH CLASSIFICATION WHO MAY BE AWAY ON VACATION DURING EACH WEEK OF THE YEAR. VACATIONS SHALL BE SELECTED ACCORDING TO SENIORITY BY MARCH 1ST OF EACH YEAR AND ONCE AN EMPLOYEE'S VACATION DATE HAS BEEN SELECTED, IT SHALL NOT BE CHANGED WITHOUT THE CONSENT OF THE EMPLOYEE INVOLVED. PAY FOR AN EARNED VACATION WILL BE PAID ON THE DAY PRIOR TO THE TIME AN EMPLOYEE GOES ON VACATION. EMPLOYEES REQUIRED BY THE EMPLOYER TO GO ON VACATION PRIOR TO THEIR VACATION ANNIVERSARY DATE WILL BE PAID FULL VACATION PAY PRIOR TO THE VACATION, THE SAME AS IF THEY HAD PASSED THEIR ANNIVERSARY DATE.

5.11 NO EMPLOYEE SHALL BE REQUIRED TO TAKE EARNED VACATION IN MORE THAN ONE (1) CONTINUOUS PERIOD EXCEPT FOR THE FIFTH (5TH) WEEK OF VACATION.

#### ARTICLE VI PICKET LINE

6.1 IT SHALL NOT BE A VIOLATION OF THIS AGREEMENT AND IT SHALL NOT BE GROUNDS FOR DISCHARGE OR DISCIPLINE FOR ANY EMPLOYEE TO REFUSE TO CROSS OR WORK BEHIND ANY LEGAL PICKET LINE BECAUSE OF ANY PRIMARY LABOR DISPUTE.

#### ARTICLE VII BULLETIN BOARDS

7.1 THE EMPLOYER AGREES TO DESIGNATE A SUITABLE SPACE IN THE BACK ROOM OF EACH STORE TO BE USED AS A BULLETIN BOARD FOR UNION NOTICES AND A COPY OF THIS AGREEMENT WHICH SHALL REMAIN POSTED AT ALL TIMES.

#### ARTICLE VIII HOURS AND OVERTIME

8.1 FORTY (40) HOURS WORK IN FIVE (5) DAYS SHALL BE THE BASIC WORK WEEK BEFORE OVERTIME FOR ALL EMPLOYEES. THERE SHALL BE NO SPLIT SHIFTS. EIGHT (8) HOURS WORK TO BE PERFORMED WITHIN NINE (9) CONSECUTIVE HOURS WITH ONE (1) HOUR OFF DUTY WITHOUT PAY EACH DAY FOR LUNCH SHALL BE THE BASIC WORK DAY BEFORE OVERTIME.

8.2 THE OVERTIME RATE OF ONE AND ONE-HALF (1-1/2) TIMES THE EMPLOYEE'S STRAIGHT-TIME CLASSIFIED HOURLY RATE SHALL BE PAID FOR ALL WORK PERFORMED IN EXCESS OF THE BASIC WORK DAY, THE BASIC WORK WEEK, AND/OR



FIVE (5) DAYS. IT IS UNDERSTOOD AND AGREED THAT OVERTIME SHALL NOT BE PAID TWICE FOR THE SAME OVERTIME HOURS WORKED.

F50  
115 8.3 ALL WORK ON SUNDAY AND/OR AN EMPLOYEE'S SCHEDULED DAY OFF SHALL BE PAID FOR AT TIME AND ONE-HALF (1-1/2) AND SHALL BE IN ADDITION TO THE EMPLOYEE'S BASIC WORK WEEK. F59  
115

8.4 SUNDAY WORK FOR FULL-TIME EMPLOYEES SHALL BE VOLUNTARY. FULL-TIME EMPLOYEES SHALL HAVE PREFERENCE OVER PART-TIME EMPLOYEES FOR SUNDAY WORK. PART-TIME EMPLOYEES MAY BE SCHEDULED TO WORK ON A SUNDAY IF A WORK SHIFT OCCURS AFTER ALL FULL-TIME EMPLOYEES HAVE BEEN GIVEN PREFERENCE OR ASKED TO WORK. PART-TIME EMPLOYEES WHO ARE ASSIGNED TO WORK ON A SUNDAY SHALL BE GUARANTEED NO LESS THAN FOUR (4) HOURS' WORK. SUNDAY WORK FOR FULL-TIME EMPLOYEES SHALL BE NO LESS THAN EIGHT (8) AND NOT MORE THAN NINE (9) HOURS' WORK. HOWEVER, IF SHIFTS OF LESS THAN EIGHT (8) HOURS REMAIN, A FULL-TIME EMPLOYEE SHALL HAVE PREFERENCE OVER PART-TIME AND BE ALLOWED TO WORK LESS THAN AN EIGHT (8) HOUR SHIFT.

8.5 ALL EMPLOYEES SHALL RECEIVE ONE (1) HOUR OFF DUTY WITHOUT PAY FOR LUNCH EACH DAY UNLESS THE EMPLOYER AND EMPLOYEE AGREE TO A SHORTER LUNCH PERIOD. NO EMPLOYEE SHALL BE REQUIRED TO WORK IN EXCESS OF FIVE (5) CONTINUOUS HOURS WITHOUT A LUNCH PERIOD.

G21  
30 8.6 ALL EMPLOYEES WORKING SHIFTS OF SEVEN (7) OR MORE HOURS PER DAY SHALL BE ALLOWED A PAID UNINTERRUPTED REST PERIOD OF FIFTEEN (15) MINUTES FOR EACH ONE-HALF (1/2) SHIFT WORKED, NOT TO EXCEED TWO (2) REST PERIODS PER DAY. EMPLOYEES WORKING FOUR (4) HOUR SHIFTS UP TO SEVEN (7) HOUR SHIFTS PER DAY SHALL BE ENTITLED TO ONE (1) PAID UNINTERRUPTED FIFTEEN (15) MINUTES REST PERIOD PER DAY.

F44  
130 8.7 NIGHT WORK SHALL BE DIVIDED EQUITABLY AMONG ALL QUALIFIED FULL-TIME EMPLOYEES. THE ABOVE SHALL NOT APPLY TO QUALIFIED EMPLOYEES, WHO, ON THEIR OWN VOLITION, ELECT TO WORK AFTER 6:00 P.M. A PREMIUM OF THIRTY CENTS (30¢) PER HOUR SHALL BE PAID FOR ALL WORK PERFORMED BETWEEN THE HOURS OF SIX (6:00) P.M. AND SIX (6:00) A.M. THIS CLAUSE SHALL NOT OPERATE TO PRECLUDE THE ASSIGNMENT OF PART-TIME EMPLOYEES TO NIGHT WORK. IT IS FURTHER UNDERSTOOD THAT FULL-TIME EMPLOYEES WILL BE GIVEN PREFERENCE OVER PART-TIME EMPLOYEES WHEN POSSIBLE FOR DAY WORK.

8.8 THE EMPLOYER SHALL POST A WORK SCHEDULE IN THE BACK ROOM OF THE STORE OR BY THE TIME CLOCK FOR ALL EMPLOYEES FOR EACH CALENDAR WEEK NOT LATER THAN TWELVE (12:00) O'CLOCK NOON THE PRECEDING SATURDAY AND SHALL SHOW EACH EMPLOYEE IN ORDER OF HIS SENIORITY BY HIS FIRST AND LAST NAME, STARTING AND FINISHING TIME, APPROXIMATE LUNCH PERIOD AND DAYS OFF, EXCEPT WHERE THERE IS NO CHANGE IN THE SCHEDULE OF AN EMPLOYEE WORKING A REGULAR SCHEDULE IN WHICH EVENT ONLY THE DESIGNATION "REGULAR SCHEDULE" NEED BE SHOWN. AFTER POSTING, NO ALTERATIONS OF THE WORK SCHEDULE OF A FULL-TIME EMPLOYEE MAY BE MADE, UNLESS A SUBSEQUENT CHANGE IS ACCEPTABLE TO THE EMPLOYEE, EXCEPT IN CASES OF EMERGENCY AS DEFINED IN PARAGRAPH 9.6. HOWEVER, IN THE CASE OF A PART-TIME EMPLOYEE, CHANGES MAY BE MADE WITH A TWELVE (12) HOUR NOTICE TO THE EMPLOYEE INVOLVED. A PART-TIME EMPLOYEE WITH SENIORITY AS SET FORTH IN ARTICLE X, PARAGRAPH 10.4, MUST ADVISE THE STORE MANAGER THAT HE IS AVAILABLE FOR A SCHEDULE PRIOR TO THE TIME THE SCHEDULE IS POSTED OR FORFEIT CLAIM ON SUCH SCHEDULE OF HOURS FOR THAT WEEK.

8.9 SENIOR EMPLOYEES SHALL BE GIVEN PREFERENCE IN THEIR CHOICE OF AVAILABLE DAYS OFF. ONCE A DAY OFF IS SELECTED BY AN EMPLOYEE, IT SHALL BE REGULARLY SCHEDULED UNLESS A CHANGE OF DAY OFF IS MUTUALLY AGREED TO BETWEEN THE EMPLOYER AND EMPLOYEES INVOLVED.

8.10 A PART-TIME EMPLOYEE SHALL NOT BE SCHEDULED TO WORK LESS THAN FOUR (4) HOURS ON ANY WORK DAY, UNLESS SUCH EMPLOYEE IS NOT AVAILABLE TO WORK FOUR (4) HOURS OR IF SUCH SCHEDULE WOULD RESULT IN A FULL-TIME EMPLOYEE BEING REDUCED TO LESS THAN AN EIGHT (8) HOUR SCHEDULE THAT DAY.



8.11 THERE SHALL BE NO DUPLICATION OR PYRAMIDING OF PREMIUM PAY AND OVERTIME PAY AND IN ANY EVENT ONLY THE HIGHEST OF SUCH RATES SHALL APPLY.

ARTICLE IX  
CLASSIFICATION AND WAGES

9.1 NO EMPLOYEE SHALL SUFFER A REDUCTION IN HIS PRESENT HOURLY RATE OF PAY BECAUSE OF THE SIGNING OF THIS AGREEMENT, NOR SHALL HE BE RECLASSIFIED TO DEFEAT THE PURPOSE OF THIS AGREEMENT.

9.2 THE EMPLOYER, WHEN HIRING FULL-TIME EMPLOYEES AT ANY OF THE WAGE BRACKETS, AGREES TO ADVANCE SAID EMPLOYEE TO THE NEXT HIGHER BRACKET WITHIN SUCH TIME AS IS DESIGNATED IN THE WAGE SCHEDULE.

9.3 FOR THE PURPOSE OF THIS AGREEMENT, THE TERMS SET FORTH BELOW SHALL HAVE THE FOLLOWING MEANINGS:

- (A) FULL-TIME EMPLOYEES: THOSE EMPLOYEES WHO REGULARLY WORK A BASIC WORK WEEK FOR FOUR (4) CONSECUTIVE WEEKS. HOURS WORKED BY PART-TIME EMPLOYEES DURING VACATION PERIOD AND PERIODS OF EMERGENCY SHALL BE EXCLUDED FOR DETERMINING EMPLOYEE'S CLASSIFICATION.
- (B) PART-TIME EMPLOYEES: THOSE EMPLOYEES WHO WORK LESS THAN THE BASIC WORK WEEK.
- (C) COURTESY CLERKS: THESE EMPLOYEES SHALL DO NO PRICE MARKING, STOCKING, UNLOADING OF TRUCKS, CHECKING OR ANY WORK USUALLY PERFORMED BY CLERKS. IF AN EMPLOYER ALLOWS A COURTESY CLERK TO DO THE WORK SET FORTH ABOVE, HE WILL BE WARNED, AND IF A SECOND VIOLATION OCCURS, THE UNION MAY SUSPEND THE RIGHT TO USE COURTESY CLERKS IN THAT STORE FOR THE REMAINDER OF THE DURATION OF THE CONTRACT. IF COURTESY CLERKS ARE TO BE USED FURTHER AFTER THIS SUSPENSION, THEY SHALL BE PAID THE CLERK'S RATE OF PAY.
- (D) COURTESY CLERKS SHALL BE EXCLUDED FROM THE PROVISIONS OF ARTICLE X, EXCEPT FOR PARAGRAPH 10.5 SENIORITY, ARTICLE XVI FUNERAL LEAVE, ARTICLE XVIII JURY DUTY, AND ARTICLE XIX PENSIONS. COURTESY CLERKS SHALL ALSO BE EXCLUDED FROM THE PROVISIONS OF ARTICLE VIII HOURS AND OVERTIME, EXCEPT FOR PARAGRAPHS 8.2, 8.5, 8.6, AND 8.8.
- (E) NIGHT STOCKERS: THOSE EMPLOYEES DESIGNATED BY THE EMPLOYER TO WORK REGULARLY ONE (1) NIGHT OR MORE PER WEEK AS NIGHT STOCKERS SHALL RECEIVE A PREMIUM RATE OF FIFTY CENTS (50¢) PER HOUR FOR ALL HOURS WORKED THAT WEEK IN ADDITION TO THEIR REGULAR HOURLY RATE OF PAY. EMPLOYEES WORKING AS NIGHT STOCKERS SHALL NOT BE REQUIRED TO WORK BOTH SATURDAY AND SUNDAY NIGHTS ON THE SAME WEEK END AND SHALL NOT START WORK ON SUNDAY UNTIL THE STORE IS CLOSED TO THE PUBLIC. NIGHT STOCKERS WORKING ON SUNDAY OR A HOLIDAY AS AN EXTENSION OF THEIR SHIFT OR AT THE BEGINNING OF THEIR SHIFT SHALL NOT BE EXEMPT FROM THE SUNDAY AND HOLIDAY PREMIUM. NO NIGHT STOCKER SHALL BE REQUIRED TO WORK BOTH THE EVE AND THE EVENING OF A HOLIDAY. NIGHT STOCKERS SHALL NOT BE REQUIRED TO WORK EASTER EVE. THE NIGHT STOCKERS REGULAR HOURLY RATE PLUS THE PREMIUM RATE REFERRED TO ABOVE SHALL BE CONSIDERED AS THE STRAIGHT-TIME CLASSIFIED HOURLY RATE OF PAY FOR PURPOSES OF PAYING VACATION PAY AND HOLIDAY PAY. EMPLOYEES WHO ARE DESIGNATED AS NIGHT STOCKERS AND WHO HAVE BEEN PERFORMING THE DUTIES OF A NIGHT STOCKER FOR A PERIOD OF SIX (6) MONTHS OR LONGER SHALL BE GIVEN PREFERENCE FOR DAY WORK IF REQUESTED IN WRITING AS OPENINGS OCCUR.

9.4 IN STORES WITH WEEKLY VOLUME OF \$15,000.00 GROSS SALES OR MORE, EXCLUDING MEAT SALES, (THIS VOLUME SHALL BE COMPUTED BY DIVIDING THE

YEARLY GROSS SALES, LESS MEAT SALES, BY FIFTY-TWO (52)) THE FOLLOWING CLASSIFICATIONS SHALL BE APPOINTED AND MAINTAINED: ASSISTANT MANAGER, PRODUCE MANAGER AND ~~HEAD CASHIER OR FIRST CLERK~~. ANY OTHER CLASSIFICATIONS PRESENTLY ESTABLISHED SHALL BE MAINTAINED. *ONE OTHER CLASSIFICATION*

- (A) IN STORES WITH LESS THAN \$15,000.00 BUT MORE THAN \$10,000.00 WEEKLY VOLUME, EXCLUDING MEAT SALES, THE FOLLOWING CLASSIFICATIONS SHALL BE APPOINTED AND MAINTAINED: ASSISTANT MANAGER AND PRODUCE MANAGER.
- (B) IN STORES WITH LESS THAN \$10,000.00 WEEKLY VOLUME EXCLUDING MEAT SALES, ONE OF THE FOLLOWING CLASSIFICATIONS SHALL BE APPOINTED AND MAINTAINED: ASSISTANT MANAGER OR PRODUCE MANAGER.

9.5 NO EMPLOYEE SHALL BE DEMOTED FROM ANY OF THE ABOVE CLASSIFICATIONS WITHOUT JUST CAUSE.

9.6 THE TERM "EMERGENCY" PROVIDED IN PARAGRAPH 9.3 (A) OF THIS ARTICLE IS INTENDED TO INCLUDE: FIRE, FLOOD, BREAKDOWN OF EQUIPMENT, ABSENCE OF OTHER EMPLOYEES, ACCIDENTS, REMODELED OR NEW STORE OPENINGS, DEATH IN THE FAMILY, AND TEMPORARY UNEXPECTED DELIVERY SCHEDULE CHANGES.

9.7 EMPLOYEES WORKING UNDER THIS AGREEMENT SHALL RECEIVE NOT LESS THAN THE FOLLOWING MINIMUM SCALE OF WAGES, ACCORDING TO THEIR CLASSIFICATION AS DETERMINED BY THEIR JOB DUTIES:

CLASSIFICATIONS:	EFFECTIVE 5-05-74 PER HOUR	EFFECTIVE 5-04-75 PER HOUR
ASSISTANT MANAGER	\$6.685	\$7.185
PRODUCE MANAGER	6.585	7.085
LIQUOR MANAGER ✓	6.585	7.085
FIRST CLERK	6.26	6.76
HEAD CASHIER	6.03	6.53
CLERKS:		
FIRST SIX MONTHS	3.50	3.78
SECOND SIX MONTHS	3.96	4.28
THIRD SIX MONTHS	4.62	4.99
FOURTH SIX MONTHS	5.13	5.54
AFTER 24 MONTHS	5.81	6.31
COURTESY CLERKS:		
ALL PRESENT EMPLOYEES	2.50	2.60
NEW HIRES	2.40	2.60

9.8 A COURTESY CLERK WORKING ON SUNDAY AND HOLIDAYS SHALL RECEIVE A PREMIUM OF FIFTY CENTS (50¢) PER HOUR IN ADDITION TO HIS STRAIGHT TIME HOURLY RATE FOR WORK PERFORMED ON SUNDAY AND HOLIDAYS.

9.9 RATES FOR PART-TIME EMPLOYEES HIRED SHALL BE DETERMINED BY ACCUMULATION OF ALL HOURS WORKED. PROGRESSION FROM ONE SIX-MONTH BRACKET TO ANOTHER SHALL BE AT THE COMPLETION OF ONE THOUSAND FORTY (1,040) HOURS FOR EACH BRACKET. SUNDAY, HOLIDAY, AND ALL OVERTIME HOURS SHALL BE INCLUDED.

9.10 ANY EMPLOYEE WHO IS PLACED IN CHARGE OF THE BAKERY DEPARTMENT OR HOME CENTER DEPARTMENT SHALL BE PAID AN ADDITIONAL TWELVE CENTS (12¢) AND AN ORDER CLERK FIFTEEN CENTS (15¢) PER HOUR OVER AND ABOVE THEIR CLASSIFIED HOURLY RATE PROVIDED FOR IN THIS AGREEMENT AND THIS RATE SHALL BE CONSIDERED THE REGULAR CLASSIFIED RATE OF PAY FOR ALL PURPOSES UNDER THIS AGREEMENT.

9.11 ANY EMPLOYEE WHO PERFORMS ANY OF THE DUTIES OF ASSISTANT MANAGER, FIRST CLERK, PRODUCE MANAGER, LIQUOR MANAGER OR HEAD CASHIER DURING THE ABSENCE OF THE EMPLOYEE NORMALLY PERFORMING THOSE JOB CLASSIFICATION DUTIES, SHALL BE PAID NOT LESS THAN THE REGULAR RATE OF PAY FOR HOURS SPENT PERFORMING SUCH AN ASSIGNMENT, PROVIDED THAT SUCH PERIOD OF TIME IS EQUAL TO OR IN EXCESS OF A BASIC WORK WEEK. NO EMPLOYEE SHALL SUFFER A REDUCTION IN PAY BECAUSE OF SUCH AN ASSIGNMENT.

453/4  
9.12 A NEW EMPLOYEE SHALL RECEIVE, WITHIN SIXTY (60) DAYS OF STARTING DATE OF EMPLOYMENT, THE RATE OF PAY ESTABLISHED BY HIS PAST PROVABLE SUPERMARKET EXPERIENCE, AS SHOWN ON HIS APPLICATION FOR EMPLOYMENT, PROVIDED THERE HAS BEEN NO MORE THAN FOUR (4) YEARS ELAPSED SINCE LAST DATE OF SUCH EMPLOYMENT.

#### ARTICLE X SENIORITY

10.1 SENIORITY IS DEFINED AS THE LENGTH OF CONTINUOUS SERVICE WITH THE EMPLOYER IN THE BARGAINING UNIT EXCEPT AS OTHERWISE PROVIDED IN PARAGRAPH 10.7. ANY OF THE FOLLOWING EVENTS SHALL BE CONSIDERED A BREAK IN LENGTH OF CONTINUOUS SERVICE, AND SUBSEQUENT EMPLOYMENT SHALL BE DEEMED TO BE NEW EMPLOYMENT:

- (A) DISMISSAL FOR JUST CAUSE.
- (B) VOLUNTARY QUITTING.
- (C) FAILURE TO REPORT TO THE EMPLOYER WITHIN TWENTY-FOUR (24) HOURS OF HIS ABSENCE FROM WORK, WITHOUT GOOD CAUSE.
- (D) FAILURE TO RETURN TO WORK WITHIN ONE (1) WEEK AFTER BEING RECALLED BY THE EMPLOYER BY CERTIFIED MAIL OR TELEGRAM AT THE LAST KNOWN ADDRESS.
- 452/10  
(E) HAS BEEN LAID OFF OR ON LEAVE OF ABSENCE FOR A PERIOD OF MORE THAN TWELVE (12) MONTHS.

452/1  
10.2 SENIORITY SHALL BE RECOGNIZED WITH REGARD TO EMPLOYEES COVERED BY THIS AGREEMENT, IN REGARD TO VACANCY, TRANSFER, LAY-OFFS AND PROMOTION SUBJECT TO THAT EMPLOYEE'S RELATIVE SKILL AND ABILITY TO PERFORM THE WORK.

10.3 A FULL-TIME EMPLOYEE WITH THE LEAST SENIORITY IN A GIVEN STORE WHERE HIS FULL-TIME SERVICES MAY NO LONGER BE REQUIRED, MAY ELECT NOT TO CLAIM FULL-TIME EMPLOYMENT IN ANOTHER STORE OF THE EMPLOYER AND HE MAY CLAIM SENIORITY OVER A PART-TIME EMPLOYEE IN HIS OWN STORE AND CONTINUE TO ACCUMULATE HIS FULL-TIME SENIORITY WITH THE EMPLOYER.

10.4 A PART-TIME EMPLOYEE SHALL HAVE THE RIGHT TO CLAIM ANY ADDITIONAL HOURS OF WORK IN THE STORE IN WHICH SAID EMPLOYEE IS EMPLOYED, BASED ON SENIORITY OVER OTHER PART-TIME EMPLOYEES, PROVIDED HE IS AVAILABLE FOR ALL HOURS CLAIMED ON A CONTINUING BASIS AND HAS THE QUALIFICATIONS TO PERFORM THE DUTIES CLAIMED.

10.5 COURTESY CLERKS, BASED ON SENIORITY AND AVAILABILITY, SHALL BE ADVANCED TO PART-TIME JOBS IN THEIR STORES BEFORE OUTSIDE PART-TIME EMPLOYEES ARE HIRED, SUBJECT TO A PROBATIONARY PERIOD OF THIRTY (30) WORKING DAYS, DURING WHICH TIME THEY MAY BE DEMOTED AT THE DISCRETION OF THE EMPLOYER. A COURTESY CLERK, BASED ON SENIORITY IN HIS CLASSIFICATION, SHALL BE GIVEN THE WEEKLY SCHEDULE IN HIS STORE WITH THE GREATEST NUMBER OF HOURS, PROVIDED HE IS AVAILABLE TO WORK THE WEEKLY SCHEDULE CLAIMED ON A CONTINUING BASIS.

10.6 IN CASE OF CALL BACK AFTER A LAY-OFF, THE LAST EMPLOYEE LAID OFF SHALL BE THE FIRST RECALLED, AND THE NEXT TO THE LAST LAID OFF SHALL BE THE SECOND RECALLED AND SO ON TO THE FIRST LAID OFF BEING THE LAST RECALLED.



10.7 SENIORITY OF PART-TIME EMPLOYEES WORKING LESS THAN 24 HOURS PER WEEK SHALL BE THE TOTAL LENGTH OF CONTINUOUS SERVICE WITH THE EMPLOYER IN THE BARGAINING UNIT APPLIED ON A WITHIN-STORE BASIS FOR THE PURPOSE OF LAY-OFFS AND RECALLS ONLY.

10.8 THE PART-TIME EMPLOYEES AT THE TOP OF THE SENIORITY LIST, IF THEY HAVE FILED WITH THE EMPLOYER IN WRITING THEIR DESIRE TO WORK FULL-TIME ON A PERMANENT BASIS, SHALL BE GIVEN FIRST OPPORTUNITY BASED ON QUALIFICATIONS FOR FULL-TIME EMPLOYMENT WITHIN THE EMPLOYER'S STORES COVERED BY THIS AGREEMENT IN THE GREATER KANSAS CITY TRADE AREA IF AND WHEN OPENINGS FOR FULL-TIME EMPLOYMENT OCCUR.

10.9 IN CASE OF LAY-OFF OUT OF LINE OF SENIORITY OR A MAJOR LAY-OFF IS CONTEMPLATED, THE UNION AND THE EMPLOYER AGREE TO MEET TO DISCUSS THE MATTER FIRST.

#### ARTICLE XI LEAVES OF ABSENCE

11.1 EMPLOYEES, AFTER THIRTY (30) DAYS SERVICE, SHALL BE GRANTED A LEAVE OF ABSENCE FOR THE FOLLOWING REASONS:

613 (A) PREGNANCY

1 (B) ILLNESS OR INJURY

(C) DEATH IN THE IMMEDIATE FAMILY

67/ (D) SERIOUS ILLNESS, OR INJURY IN THE IMMEDIATE FAMILY (IMMEDIATE FAMILY TO MEAN SPOUSE, CHILDREN, OR OTHER RELATIVES LIVING IN THE HOME OF THE EMPLOYEE.)

11.2 A PREGNANCY LEAVE OF ABSENCE WILL BE GRANTED TO EMPLOYEES WHEN REQUESTED IN WRITING AND SUPPORTED BY A PHYSICIAN'S STATEMENT CERTIFYING THAT THE EMPLOYEE IS PREGNANT AND THE ANTICIPATED DATE OF BIRTH. THE LEAVE SHALL COMMENCE UPON THE RECOMMENDATION OF THE ATTENDING PHYSICIAN. REQUEST FOR LEAVE SHOULD BE RECEIVED AT LEAST ONE (1) MONTH IN ADVANCE OF THE COMMENCEMENT OF SUCH LEAVE. THE LEAVE SHALL EXPIRE THREE (3) MONTHS AFTER BIRTH OR MISCARRIAGE UNLESS AN ADDITIONAL REASONABLE EXTENSION IS REQUESTED IN WRITING BY THE ATTENDING PHYSICIAN.

B24/3 11.3 LEAVES OF ABSENCE SHALL NOT BE CONSIDERED AS TIME WORKED FOR PROGRESSIVE RATES OF PAY.

11.4 AN EMPLOYEE ON A SICK LEAVE FOR MORE THAN ONE (1) YEAR MAY BE SEPARATED FROM THE PAYROLL AND CONSIDERED A QUIT, EXCEPT IN THE CASE WHERE SUCH SICKNESS LEAVE IS A RESULT OF AN OCCUPATIONAL INJURY.

11.5 THE UNION SHALL BE NOTIFIED BY THE EMPLOYER IN WRITING WHEN AN EMPLOYEE IS GRANTED A LEAVE OF ABSENCE, INDICATING THE DATE THE LEAVE BECOMES EFFECTIVE AND THE DATE IT ENDS.

11.6 THE EMPLOYER MAY GRANT LEAVES OF ABSENCE FOR OTHER REASONS OTHER THAN OUTLINED ABOVE.

11.7 THE EMPLOYER SHALL GRANT THE NECESSARY LEAVE OF ABSENCE FOR A REASONABLE NUMBER OF EMPLOYEES APPOINTED OR ELECTED TO A UNION OFFICE OR DELEGATE TO A UNION ACTIVITY. SUCH LEAVE SHALL NOT EXCEED THREE (3) YEARS. A WRITTEN REQUEST FOR SUCH LEAVE MUST BE PRESENTED TO THE EMPLOYER AT LEAST TWO (2) WEEKS PRIOR TO THE EFFECTIVE DATE OF THE LEAVE.

11.8 EMPLOYEES WHO ARE RETURNING FROM AN AUTHORIZED LEAVE OF ABSENCE MUST NOTIFY THE EMPLOYER OF THEIR AVAILABILITY FOR WORK AT LEAST FORTY-EIGHT (48) HOURS PRIOR TO THE POSTING OF THE WORK SCHEDULE FOR THE FOLLOWING WEEK.

ARTICLE XII  
UNION STORE CARD

12.1 THE UNION STORE CARD SHALL BE DISPLAYED IN THE SALES ROOM WITHOUT ANY OBLIGATION ON THE PART OF THE EMPLOYER. THE EMPLOYER SHALL DESIGNATE THE PLACE WHERE THE CARD IS TO BE DISPLAYED.

ARTICLE XIII  
UNION REPRESENTATION

13.1 AUTHORIZED REPRESENTATIVES OF THE UNION SHALL BE ALLOWED TO CONTACT EMPLOYEES IN THE STORES OF THE EMPLOYER DURING STORE HOURS, FOR THE PURPOSE OF DISCUSSING OR HANDLING OF A GRIEVANCE, DISCUSSING AND SETTLING GRIEVANCES WITH THE STORE MANAGER, OR CONTACTING NEW EMPLOYEES. THE REPRESENTATIVE MAY VISIT THE STORE AT ALL OTHER TIMES FOR THE PURPOSE OF SATISFYING HIMSELF THAT THE CONTRACT IS NOT BEING VIOLATED. FOR VISITS OUTLINED ABOVE, AND FOR OTHER VISITS, SUCH VISITS SHALL NOT INTERFERE WITH THE PERFORMANCE OF THE EMPLOYEE'S REGULAR DUTIES.

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13.2 IT IS FURTHER AGREED THAT THE UNION MAY APPOINT STORE STEWARDS IN EACH STORE WHO SHALL HAVE THE AUTHORITY TO SEE THAT THIS AGREEMENT IS NOT VIOLATED AND ADJUST GRIEVANCES WITH THE MANAGER. IF SUCH GRIEVANCES CANNOT BE RESOLVED BY THE STORE STEWARD AND THE MANAGER, THEY SHALL BE REFERRED TO THE AUTHORIZED FULL-TIME REPRESENTATIVE OF THE UNION. THE STORE STEWARD SHALL NOT BE TRANSFERRED WITHOUT THE APPROVAL OF THE UNION AND EMPLOYER.

ARTICLE XIV  
DISCHARGES

14.1 NO EMPLOYEE COVERED BY THIS AGREEMENT SHALL BE DISCHARGED WITHOUT SUFFICIENT CAUSE. PROVEN DISHONESTY AND DRUNKENNESS OR DRINKING WHILE ON DUTY SHALL BE CONSIDERED SUFFICIENT CAUSE FOR DISMISSAL. IT IS UNDERSTOOD, HOWEVER, THAT IN ADDITION TO THESE THREE (3) CAUSES THE EMPLOYER MAY DISCHARGE AN EMPLOYEE FOR ANY OTHER SUFFICIENT CAUSE. THE UNION SHALL PRESENT ALL COMPLAINTS OF DISCHARGE WITHOUT SUFFICIENT CAUSE TO THE EMPLOYER WITHIN SEVEN (7) WORKING DAYS AFTER THE DISCHARGE. IF THE COMPLAINT CANNOT BE ADJUSTED BY MUTUAL CONSENT, IT SHALL FORTHWITH BE SUBMITTED TO ARBITRATION PURSUANT TO THE ARBITRATION PROCEDURE HEREINAFTER PROVIDED.

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14.2 NO EMPLOYEE SHALL BE DISCHARGED OR DISCRIMINATED AGAINST BECAUSE OF UNION ACTIVITIES IN UPHOLDING UNION PRINCIPLES NOR SHALL ANY SUCH ACTIVITY BY AN EMPLOYEE BE CONSIDERED A VIOLATION OF THIS AGREEMENT.

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14.3 DURING THE FIRST THIRTY (30) CALENDAR DAYS OF EMPLOYMENT, A NEW EMPLOYEE SHALL BE ON A TRIAL BASIS AND MAY BE DISCHARGED AT THE DISCRETION OF THE EMPLOYER.

ARTICLE XV  
GRIEVANCES AND ARBITRATION

15.1 THE UNION, THE EMPLOYEE, OR THE EMPLOYER MAY FILE A GRIEVANCE. THE PROPERLY ACCREDITED OFFICERS OR REPRESENTATIVES OF BOTH PARTIES TO THIS AGREEMENT SHALL BE AUTHORIZED TO SETTLE ANY DISPUTE ARISING OUT OF THE TERMS, APPLICATION OR INTERPRETATION OF THIS AGREEMENT, INCLUDING UNJUST DISCHARGES OR LAY-OFFS. COMPLAINTS REGARDING UNJUST DISCHARGES OR LAY-OFFS MUST BE FILED IN WRITING WITH THE UNION, AND BY THE UNION WITH THE EMPLOYER, WITHIN SEVEN (7) WORKING DAYS OF SUCH DISCHARGE, OR LAY-OFFS, OR THE MEMBER NULLIFIES ANY FURTHER CLAIM REGARDING SAME. THE EMPLOYER SHALL RESPOND TO THE UNION IN WRITING WITHIN SEVEN (7) WORKING DAYS FOLLOWING THE RECEIPT OF THE LETTER FROM THE UNION.

15.2 ALL OTHER GRIEVANCES MUST BE FILED IN WRITING BY THE EMPLOYEE WITH THE UNION AND BY THE UNION WITH THE EMPLOYER WITHIN THIRTY (30) DAYS AFTER SUCH HAS HAPPENED, EXCEPT IN CASES OF WAGES DUE IN ACCORDANCE

WITH FEDERAL AND/OR STATE STATUTES COVERING "WAGES." THE EMPLOYER SHALL RESPOND TO THE UNION IN WRITING WITHIN THIRTY (30) DAYS FOLLOWING RECEIPT OF THE LETTER FROM THE UNION.

15.3 IN THE EVENT THE PROPERLY ACCREDITED OFFICERS OR REPRESENTATIVES OF BOTH PARTIES TO THIS AGREEMENT CANNOT AMICABLY SETTLE ANY DISPUTE OR GRIEVANCE ARISING OUT OF THE TERMS, APPLICATION, OR INTERPRETATION OF THIS AGREEMENT, INCLUDING UNJUST DISCHARGES OR LAY-OFFS WITHIN SEVEN (7) DAYS AFTER THIS SAID GRIEVANCE OR DISPUTE IS REPORTED, THE MATTER SHALL THEN BE REFERRED TO AN ARBITRATION BOARD FOR SETTLEMENT.

15.4 THE ARBITRATION BOARD SHALL CONSIST OF THREE (3) ARBITRATORS, ONE (1) TO BE CHOSEN BY THE EMPLOYER WITHIN THREE (3) DAYS AFTER THE DISPUTE IS REFERRED TO ARBITRATION, ONE (1) TO BE CHOSEN BY THE UNION WITHIN THE PERIOD, AND THE THIRD TO BE SELECTED BY THE FIRST TWO (2) NAMED ARBITRATORS OF THE EMPLOYER AND THE UNION; PROVIDED THAT THE SELECTION OF THE THIRD MAN CAN BE MADE WITHIN THREE (3) DAYS FOLLOWING THE APPOINTMENT OF THE FIRST TWO ARBITRATORS.

15.5 IN THE EVENT THE FIRST TWO ARBITRATORS CANNOT AGREE UPON THE THIRD ARBITRATOR WITHIN THREE (3) DAYS FOLLOWING THEIR APPOINTMENT, EITHER THE UNION OR THE EMPLOYER MAY REQUEST THE DIRECTOR OF THE FEDERAL MEDIATION AND CONCILIATION SERVICE TO FURNISH A LIST OF FIFTEEN (15) ARBITRATORS. THE EMPLOYER AND THE UNION SHALL THEN ALTERNATELY STRIKE ONE NAME FROM THE LIST UNTIL ONE NAME REMAINS AND SUCH PERSON SHALL BE THE ARBITRATOR FOR DETERMINATION OF THE GRIEVANCE.

15.6 IT IS DISTINCTLY UNDERSTOOD THAT THE ARBITRATION BOARD IS NOT VESTED WITH THE POWER TO CHANGE, MODIFY, OR ALTER THIS AGREEMENT IN ANY OF ITS PARTS; THE BOARD MAY, HOWEVER, INTERPRET THE PROVISIONS OF THIS AGREEMENT.

15.7 THE ARBITRATION BOARD SHALL BE AUTHORIZED TO HEAR THE CASE AND DISPUTE, AND RENDER A DECISION. THE MAJORITY DECISION OF THE ARBITRATION BOARD SHALL BE FINAL AND BINDING UPON THE EMPLOYER, THE UNION, AND THE AGGRIEVED EMPLOYEE.

15.8 EXPENSES INCURRED IN CONNECTION WITH THE THIRD ARBITRATOR SHALL BE SHARED EQUALLY BETWEEN THE UNION AND THE EMPLOYER.

15.9 THERE SHALL BE NO LOCKOUT, STRIKE, CESSATION OF WORK, PICKETING, OR ANY OTHER ACTION BY EITHER PARTY WHICH MAY ADVERSELY AFFECT THE OTHER DURING THE TERM OF THIS AGREEMENT UNLESS EITHER PARTY REFUSES TO ARBITRATE A DISPUTE OVER THE TERMS, APPLICATION OR INTERPRETATION OF THIS AGREEMENT WHICH CANNOT BE SETTLED BY MUTUAL CONSENT.

#### ARTICLE XVI FUNERAL LEAVE

16.1 IN CASE OF A DEATH IN THE IMMEDIATE FAMILY OF AN EMPLOYEE WORKING TWENTY-SIX (26) OR MORE HOURS PER WEEK (SPOUSE, PARENT, CHILD, BROTHER, SISTER, BROTHER-IN-LAW, SISTER-IN-LAW, MOTHER-IN-LAW, FATHER-IN-LAW, GRANDPARENTS, OR ANY RELATIVE RESIDING WITH THE EMPLOYEE), SAID EMPLOYEE SHALL BE PAID FOR A REASONABLE PERIOD OF ABSENCE TO ATTEND THE FUNERAL, DEPENDING UPON THE CIRCUMSTANCES. PAID ABSENCE IN EXCESS OF THREE (3) DAYS IS SUBJECT TO APPROVAL OF MANAGEMENT.

#### ARTICLE XVII ACCIDENTS

17.1 ALL EMPLOYEES COVERED BY THIS AGREEMENT SHALL RECEIVE FULL PAY FOR THE TIME LOST FROM WORK BECAUSE OF OCCUPATIONAL INJURY (WHILE ON DUTY FOR THE EMPLOYER) UNTIL WORKMEN'S COMPENSATION BEGINS, PROVIDING THE EMPLOYEE REPORTS THE ACCIDENT TO HIS SUPERVISOR PROMPTLY.



ARTICLE XVIII  
JURY DUTY

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18.1 ALL EMPLOYEES WORKING AN AVERAGE OF TWENTY-SIX (26) HOURS OR MORE PER WEEK, IF SERVING ON JURY DUTY (NOT TO EXCEED ONCE EACH CALENDAR YEAR) SHALL RECEIVE THEIR CLASSIFIED RATE OF PAY FOR THE TIME REQUIRED TO BE ABSENT FROM THEIR JOBS FOR SUCH SERVICE (LESS WHAT PAY THEY MAY RECIEVE AS DEFINED BY LAW FOR JURY SERVICES.)

ARTICLE XIX  
PENSIONS

19.1 EFFECTIVE MAY 5, 1974 AND EACH MONTH THEREAFTER UNTIL JANUARY 1, 1975 THE EMPLOYER SHALL PAY TWELVE CENTS (12¢) PER HOUR, AND EFFECTIVE JANUARY 1, 1975 AND THEREAFTER FOR THE DURATION OF THIS AGREEMENT, TWENTY-TWO CENTS (22¢) PER HOUR FOR ALL HOURS WORKED THE PREVIOUS MONTH (IT BEING UNDERSTOOD THAT COURTESY CLERKS ARE NOT COVERED) (VACATION AND HOLIDAY CREDITS INCLUDED) FOR ALL EMPLOYEES COVERED BY THIS AGREEMENT INTO THE KANSAS CITY AREA RETAIL FOOD STORE EMPLOYEES PENSION TRUST WHICH IS JOINTLY ADMINISTERED BY REPRESENTATIVES OF THE UNION AND THE EMPLOYER AS PROVIDED IN AN AGREEMENT ESTABLISHING SUCH PENSION FUND. PROVIDED, HOWEVER, FROM AND AFTER JANUARY 1, 1976 THE AMOUNT OF THE HOURLY CONTRIBUTIONS TO THE PENSION TRUST SHALL BE INCREASED TO THAT AMOUNT NOT TO EXCEED THIRTY-TWO CENTS (32¢) PER HOUR AS CERTIFIED HOURLY AMOUNT REQUIRED ON AN ACTUARIALLY SOUND BASIS TO PROVIDE THEREUNDER A LEVEL OF PENSION BENEFITS GENERALLY AS OUTLINED IN NEGOTIATIONS.

19.2 SAID PENSION FUND SHALL BE USED TO PROVIDE BENEFIT PENSIONS FOR ELIGIBLE EMPLOYEES OF THE EMPLOYER AS PROVIDED IN THE PENSION PLAN, THE TERMS AND PROVISIONS OF WHICH HAVE BEEN AGREED UPON BY THE PARTIES HERETO; SAID PENSION PLAN SHALL, AMONG OTHER THINGS, PROVIDE THAT ALL BENEFITS UNDER THE PLAN AND COST, CHARGES, AND EXPENSES OF ADMINISTERING THE PLAN AND ALL TAXES LEVIED OR ASSESSED UPON OR IN RESPECT OF SAID PLAN OR TRUST OR ANY INCOME THEREFROM SHALL BE PAID OUT OF THE PENSION FUND.

19.3 SAID PENSION PLAN AND TRUST AGREEMENT ESTABLISHING THE PENSION FUND SHALL REMAIN QUALIFIED UNDER I.R.C., SECTION 401, ET. SEQ. AND NO PART OF SUCH PAYMENTS SHALL BE INCLUDED IN THE REGULAR RATE OF PAY OF ANY EMPLOYEE.

19.4 A COPY OF THE TRUST AGREEMENT AND ANY AMENDMENTS THERETO SHALL BE MADE A PART OF THIS AGREEMENT AS IF HEREIN AT LENGTH SET FORTH.

19.5 IF THE EMPLOYER FAILS TO PAY THE MONTHLY CONTRIBUTION BY THE TENTH (10TH) DAY OF THE MONTH IN WHICH IT IS DUE, THE FOLLOWING PROCEDURE SHALL BE FOLLOWED: FIRST, THE PENSION OFFICE SHALL NOTIFY THE EMPLOYER BY CERTIFIED MAIL OF HIS DELINQUENCY. THE EMPLOYER SHALL REMIT THE REQUIRED PAYMENT WITHIN TEN (10) DAYS AFTER DATE OF RECEIVING SUCH NOTICE. IF THE EMPLOYER HAS NOT REMITTED THE PAYMENT BY THAT TIME, ANYTHING IN THIS AGREEMENT TO THE CONTRARY NOTWITHSTANDING THE UNION WILL HAVE THE RIGHT TO USE ECONOMIC ACTION (STRIKE) AGAINST THE EMPLOYER. A TOTAL OF THREE (3) SUCH NOTICES DURING THE PERIOD OF THIS AGREEMENT SHALL CONSTITUTE JUST CAUSE FOR ECONOMIC ACTION (STRIKE) BY THE UNION WITHOUT FURTHER NOTICE TO THE EMPLOYER.

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ARTICLE XX  
HEALTH AND WELFARE

20.1 EFFECTIVE JUNE 1, 1974 AND EACH MONTH THEREAFTER FOR THE DURATION OF THIS AGREEMENT THE EMPLOYER SHALL CONTRIBUTE TWENTY CENTS (20¢) PER HOUR (OR WHATEVER INCREASED AMOUNT THE TRUSTEES SPECIFY IS REQUIRED TO CONTINUE TO MAINTAIN THE CURRENT HEALTH AND WELFARE BENEFITS, INCLUDING IMPROVEMENTS IN BENEFITS WHICH WILL BE ESTABLISHED AND BE EFFECTIVE JULY 1, 1974) BASED UPON ALL HOURS WORKED THE PREVIOUS MONTH (VACA-

TION AND HOLIDAY CREDITS FOR THE PURPOSE OF THIS ARTICLE SHALL BE CONSIDERED AS TIME WORKED) BY EACH EMPLOYEE INTO A FUND KNOWN AS THE RETAIL CLERKS LOCAL UNION NUMBER 782 HEALTH AND WELFARE TRUST FUND, WHICH SAID TRUST FUND IS SET UP UNDER A TRUST AGREEMENT, WHICH HAS FOR ITS PURPOSES, AMONG OTHER THINGS, THE PROVIDING OF LIFE INSURANCE AND HEALTH AND WELFARE BENEFITS WHICH SHALL INCLUDE PSYCHIATRIC CARE, DENTAL CARE, EYE CARE AND A PRESCRIPTION PLAN, FOR ALL EMPLOYEES WORKING FOR THE EMPLOYER UNDER THE TERMS AND CONDITIONS OF THIS AGREEMENT AND THEIR ELIGIBLE DEPENDENTS. THE NATURE, TYPE AND EXTENT OF THE BENEFITS TO BE SO PROVIDED SHALL BE SUCH AS THE TRUSTEES UNDER SAID TRUST FUND SHALL IN THEIR DISCRETION DETERMINE. THE EMPLOYEES SHALL BE ALLOWED TO CONTRIBUTE DIRECTLY TO THE TRUST FUND IF THEIR COVERAGE CEASES FOR ANY REASON IN ORDER TO MAINTAIN CONTINUOUS COVERAGE SO LONG AS THEY ARE EMPLOYEES OF THE EMPLOYER.

20.2 IF THE EMPLOYER FAILS TO PAY THE MONTHLY CONTRIBUTION BY THE TENTH (10TH) DAY OF THE MONTH IN WHICH IT IS DUE, THE FOLLOWING PROCEDURE SHALL BE FOLLOWED: FIRST, THE HEALTH AND WELFARE OFFICE SHALL NOTIFY THE EMPLOYER BY CERTIFIED MAIL OF HIS DELINQUENCY. THE EMPLOYER SHALL REMIT THE REQUIRED PAYMENT WITHIN TEN (10) DAYS AFTER DATE OF RECEIVING SUCH NOTICE. IF THE EMPLOYER HAS NOT REMITTED THE PAYMENT BY THAT TIME, THE EMPLOYER WILL BE OBLIGATED TO PAY ANY HEALTH AND WELFARE CLAIMS SUBMITTED BY THE EMPLOYEES WHICH HAVE NOT BEEN PAID BECAUSE OF THE EMPLOYER'S FAILURE TO REMIT THE CONTRIBUTION. ANYTHING IN THIS AGREEMENT TO THE CONTRARY NOTWITHSTANDING THE UNION WILL HAVE THE RIGHT TO USE ECONOMIC ACTION (STRIKE) AGAINST THE EMPLOYER. A TOTAL OF THREE (3) SUCH NOTICES DURING THE PERIOD OF THIS AGREEMENT SHALL CONSTITUTE JUST CAUSE FOR ECONOMIC ACTION (STRIKE) BY THE UNION WITHOUT FURTHER NOTICE TO THE EMPLOYER.

#### ARTICLE XXI WORKING CONDITIONS

21.1 IT IS AGREED THAT THE EMPLOYER WILL PAY FOR ANY RENEWAL LIQUOR PERMITS REQUIRED BY THE CITY.

21.2 WHEN EMPLOYEES ARE REQUIRED TO ATTEND BUSINESS MEETINGS CALLED BY THE EMPLOYER BEFORE OR AFTER THEIR WORK SHIFTS, SUCH TIME SHALL BE CONSIDERED HOURS WORKED AND BE PAID FOR ACCORDINGLY.

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3 21.3 ANY UNIFORMS DEEMED NECESSARY BY THE EMPLOYER FOR ITS EMPLOYEES SHALL BE FURNISHED AND LAUNDERED BY THE EMPLOYER. WHERE DACRON OR SIMILAR TYPE UNIFORMS ARE FURNISHED EMPLOYEES, SUCH UNIFORMS SHALL BE LAUNDERED BY THE EMPLOYEES, AND WILL BE REPLACED AS NECESSARY, PROVIDED THE EMPLOYEE TURNS IN THE WORN UNIFORM FOR A NEW UNIFORM.

#### ARTICLE XXII SEPARABILITY CLAUSE

B7/8 22.1 ANY PROVISION OF THIS AGREEMENT WHICH MAY BE ADJUDGED BY A COURT OF LAST RESORT TO BE IN CONFLICT WITH ANY FEDERAL OR STATE LAW SHALL BECOME INOPERATIVE TO THE EXTENT AND DURATION OF SUCH CONFLICT. SINCE IT IS NOT THE INTENT OF EITHER PARTY HERETO TO VIOLATE ANY SUCH LAWS, IT IS AGREED THAT IN THE EVENT OF A CONFLICT BETWEEN ANY PROVISION OF THIS AGREEMENT AND SUCH FEDERAL OR STATE LAW, THE REMAINDER OF THIS AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT. THE EMPLOYER AND THE UNION AGREE THAT SUBSTITUTE PROVISIONS SHALL BE WRITTEN WITHIN THIRTY (30) DAYS TO REPLACE THOSE PROVISIONS COMING INTO CONFLICT WITH THE LAWS HEREIN DESCRIBED.

#### ARTICLE XXIII ABILITY

23.1 IN CONSIDERATION OF THE FOREGOING ARTICLES BY AND BETWEEN THE EMPLOYER AND THE UNION, THE EMPLOYEES, THROUGH THEIR REPRESENTATIVES, AGREE TO FAITHFULLY PERFORM THE DUTIES ASSIGNED TO THEM TO THE BEST OF THEIR ABILITY AND TO USE THEIR BEST EFFORTS TO PROMOTE THE BUSINESS OF THE EMPLOYER AT ALL TIMES.

ARTICLE XXIV  
PREVIOUS AGREEMENTS

24.1 THIS AGREEMENT CANCELS AND SUPERCEDES ALL CONDITIONS AND PREVIOUS AGREEMENTS BETWEEN THE PARTIES, EITHER WRITTEN OR ORAL, EXCEPT THE UPDATING LETTERS REGARDING STOCKING BY RACK JOBBERS.

THIS AGREEMENT IS SIGNED THIS 13<sup>th</sup> DAY OF June, 1974.

MILGRAM FOOD STORES, INC.

RETAIL STORE EMPLOYEES UNION  
LOCAL 782 R.C.I.A. AFL-CIO

[Signature] Harry Hess, President  
Vice-President, Director of Industrial Relations Jack Weiss, Sec'y Treas.